

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF ALABAMA

IN RE:	§	
	§	
NATASHA COTTRELL	§	CHAPTER 13
SS# XXX-XX-9043	§	
	§	
DEBTOR(S)	§	CASE NO. BK 17-31651-DHW13

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VANDERBILT MORTGAGE AND FINANCE, INC.	§	
	§	
	§	
MOVANT(S)	§	
VS.	§	
	§	
NATASHA COTTRELL	§	
	§	
AND	§	
	§	
MICHAEL A. LEWIS	§	
	§	
AND	§	
	§	
SABRINA L. MCKINNEY, CHAPTER 13 TRUSTEE	§	
	§	
	§	
RESPONDENT(S)	§	

*AMENDED\**  
**MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY**  
**BY VANDERBILT MORTGAGE AND FINANCE, INC.**  
**AND REQUEST FOR TELEPHONIC HEARING**

COMES NOW Vanderbilt Mortgage and Finance, Inc., (hereinafter "Movant"), a secured creditor in the above bankruptcy proceeding and moves this Honorable Court to set this matter for telephonic hearing and enter an Order granting relief from Section 362 and Section 1301(c) of the United States Bankruptcy Code to Movant so as to permit recovery of the collateral securing its claim and as grounds for said Motion states as follows:

1. The Debtor financed the purchase of a 2008 Clayton Manufactured Home, VIN #CLA056993TNA/B and Real Property located at 270 County Road 29, Lowndesboro, Alabama

*Amended to remove negative notice.
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36752 through Movant. Movant is the owner of this Manufactured Home and Real Property as Movant was the purchaser at foreclosure pre-petition as evidenced by the documents attached hereto as Exhibit "A" and incorporated herein by reference.

2. There is a co-debtor (Michael A. Lewis) on the obligation evidenced by Movant's proof of claim and which is made the subject of this motion.

3. Movant will be irreparably harmed and injured by the continuation of the co-debtor's stay.

4. The Debtor's plan calls for the surrender of the collateral securing Movant's claim.

5. Movant asserts that the collateral is burdensome to, or of inconsequential value to, the estate.

6. Based on the forgoing, Movant asserts that it is not adequately protected, and unless Movant is granted relief from the automatic stay so as to proceed with state court eviction and/or ejectment proceedings, Movant will suffer irreparable harm and injury.

WHEREFORE, Movant moves this Honorable Court:

A. Enter an Order granting to Movant relief under 11 U.S.C. Section 362(d) and Section 1301(c) so as to permit Movant to pursue its state court remedies, proceed with an eviction/ejectment action, repossess and dispose of the collateral securing its claim in accordance with State law rights and thereafter amend its claim for the deficiency which may thereafter remain

B. Make an award to Movant for legal fees and costs associated with this Motion in the amount of \$681.00.

C. Movant further prays that upon final hearing of this Motion that the stay will be lifted automatically and that the fourteen (14) day waiting period of Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure be waived.

D. Movant prays for such other and further relief to which it may be entitled.

Date: June 26, 2017

/s/ Kristofor D. Sodergren

Kristofor D. Sodergren (SODEK-0591)  
Attorney for Vanderbilt Mortgage and Finance,  
Inc.

File No. 52416.171

OF COUNSEL

ROSEN ♦ HARWOOD, P.A.  
2200 Jack Warner Parkway, Suite 200  
Post Office Box 2727  
Tuscaloosa, Alabama 35403  
Telephone: (205) 344-5000

CERTIFICATE OF SERVICE

This is to certify that I have this day served the foregoing upon the following:

***By depositing a copy of same in a pre-addressed, stamped envelope with adequate postage prepaid thereon and properly addressed to the following:***

Natasha Cottrell  
Debtor  
135 Patton Lane  
Lowndesboro, AL 36752

Michael A. Lewis  
Co-Maker  
P.O. Box 211  
Lowndesboro, AL 36752

***Via the Court's Electronic mailing service (CM/ECF):***

Sabrina L. McKinney ([trustees\\_office@ch13mdal.com](mailto:trustees_office@ch13mdal.com) via CM/ECF Noticing Services)  
Chapter 13 Trustee  
P.O. Box 173  
Montgomery, AL 36101-0173

Richard D. Shinbaum ([rshinbaum@smclegal.com](mailto:rshinbaum@smclegal.com) via CM/ECF Noticing Services)  
Attorney for Debtor  
P.O. Box 201  
5665 Perry St. (36104)  
Montgomery, AL 36101-0201

This the 26th day of June, 2017.

/s/ Kristofor D. Sodergren

Kristofor D. Sodergren (SODEK-0591)  
Of Counsel for Vanderbilt Mortgage and Finance, Inc.

STATE OF TENNESSEE

§ AFFIDAVIT OF

§

COUNTY OF BLOUNT

§ HUNTER BEAL

Before me, the undersigned authority, personally appeared Hunter Beal, hereinafter referred to as Affiant, who being known to me and being first duly sworn, deposes and says as follows:

1. My name is Hunter Beal and I am employed by Vanderbilt Mortgage and Finance, Inc. (hereinafter "Movant"). I have personal knowledge of the facts stated herein, and I am custodian of any records attached hereto. I have a personal understanding of how the books, records and computer systems relating to loan servicing at Movant function and how they relate to the bankruptcy proceeding filed by Natasha Cottrell (hereinafter "Debtor"). Among my responsibilities as an employee of Movant is to monitor the processing of payments and other requirements of the Debtor(s) under the terms of the Debtor's *Retail Installment Contract and Disclosure Statement*.

2. The Debtor executed a *Retail Installment Contract and Security Agreement* (hereinafter "Contract") and *Mortgage* to Movant, which is secured by property being more particularly described in Movant's Motion for Relief on file and as evidenced by the Contract and Mortgage and in Movant's Motion for Relief from the Automatic Stay filed contemporaneously therewith. Movant is the current owner of said property by virtue of a foreclosure sale conducted pre-petition. True and correct copies of the documents evidencing Movant's ownership interest in the property are attached to the Motion for Relief from Stay as Exhibit "A".

3. The Debtor's plan calls for the surrender of the collateral securing Movant's claim.

4. The information contained herein and in the Exhibits attached to Movant's Motion for Relief from Stay is based upon business records that Movant keeps in the ordinary course of its business, made at or near the time of the facts stated thereby, which Movant keeps, maintains and generates as part of its ordinary course of business. All of the above statements are true and correct and stated as facts based upon my own personal knowledge.

*Ht Beal*

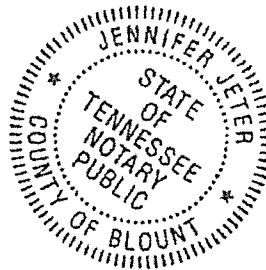
AFFIANT

Vanderbilt Mortgage and Finance, Inc.

SWORN TO and SUBSCRIBED before me on this the 23 day of June, 2017.

*[Signature]*  
Notary Public

My Commission Expires: 11-12-18



*John E. Hulet*  
John E. Hulet, Judge of Probate

THIS INSTRUMENT PREPARED BY:

ROBIN E. PATE  
ROSEN HARWOOD, P.A.  
2200 Jack Warner Pkwy Ste 200  
Post Office Box 2727  
Tuscaloosa, AL 35403  
(205) 344-5000

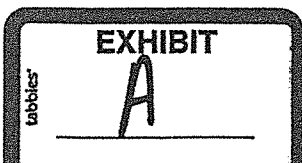
STATE OF ALABAMA \*  
\*  
COUNTY OF LOWNDES \*

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS That, whereas: On the 22<sup>nd</sup> day of April 2010,  
NATASHA V. COTTRELL, single, and MICHAEL A. LEWIS, single, executed a certain  
mortgage on the property hereinafter described to VANDERBILT MORTGAGE AND  
FINANCE, INC., which said mortgage is recorded in Mortgage Book 2010, Page 894, in the office  
of the Probate Judge of Lowndes County, Alabama; and

WHEREAS, in and by said mortgage the mortgagee was authorized and empowered in  
case of default in the payment of the indebtedness thereby secured, according to the terms thereof,  
to sell said property before the Courthouse door in the City of Hayneville, Lowndes County,  
Alabama, after giving notice of the time, place and terms of said sale in some newspaper published  
in said City by publication once a week for three (3) consecutive weeks prior to said sale at public  
outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the  
power and authority contained in same, the mortgagee or any person conducting said sale for the  
mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided  
in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the  
highest bidder therefore; and

WHEREAS, default was made in the payment of the indebtedness secured by said  
mortgage, and the said VANDERBILT MORTGAGE AND FINANCE, INC., did declare all of  
the indebtedness secured by said mortgage due and payable and said mortgage subject to  
foreclosure as therein provided and did give due and proper notice of the foreclosure of said  
mortgage by publication in the *Lowndes Signal*, a newspaper published in Lowndes County,  
Alabama, in its issues of March 9, March 16 and March 23, 2017; and



WHEREAS, on April 5, 2017, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, the foreclosure was duly and properly conducted, and VANDERBILT MORTGAGE AND FINANCE, INC., did offer for sale and sell at public outcry in front of the main entrance of the Courthouse in Hayneville, Lowndes County, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of VANDERBILT MORTGAGE AND FINANCE, INC., in the amount of Seventy Thousand and 00/100 (\$70,000.00) Dollars, which sum of money VANDERBILT MORTGAGE AND FINANCE, INC., offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to VANDERBILT MORTGAGE AND FINANCE, INC.

NOW THEREFORE, in consideration of the premises and of a credit in the amount of Seventy Thousand and 00/100 (\$70,000.00) Dollars on the indebtedness secured by said mortgage, VANDERBILT MORTGAGE AND FINANCE, INC., by and through ROBIN E. PATE, its Attorney in Fact, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said VANDERBILT MORTGAGE AND FINANCE, INC., the following described real estate, AS IS, WHERE IS, situated in Lowndes County, Alabama, to-wit:

Commence at an iron in place at the Southwest corner of a lot described and recorded in Deed Record BBB, Pages 693 to 695 in the Lowndes County Probate Office and located in Northwest Quarter of the Southwest Quarter of Section 7, Township 15 N, Range 15 E, Lowndes County, Alabama; thence run N 04°25'46" E 144.10 feet to an iron in place; thence continue N 04°25'46" E 117.20 feet to an iron in place, said iron being the point of beginning of the herein described real property; thence run N 04°49'27" W along the remnants of an old fence 397.90 feet to a point; thence N 83°06'48" E along a fence 162.60 feet to a point; thence S 04°50'44" E 405.91 feet to a point; thence S 85°56'11" W 162.66 feet to an iron in place, said iron being the point of beginning situated, lying and being in the Northwest Quarter of the Southwest Quarter of Section 7, Township 15 N, Range 15 E, Lowndes County, Alabama.

INCLUDING a security interest in one (1) 2008 Clayton manufactured home, Serial No. CLA056993TNAB.

TO HAVE AND TO HOLD the above described property unto VANDERBILT MORTGAGE AND FINANCE, INC., its successors and assigns forever; subject, however, to any easements, encumbrances, liens and exceptions reflected in the records of the office of the Probate Judge, and to the statutory right of redemption on the part of those entitled to redeem as provided

by the laws of the State of Alabama. This property is conveyed "AS IS, WHERE IS" without warranty or recourse, expressed or implied, as to title or use and enjoyment.

IN WITNESS WHEREOF, VANDERBILT MORTGAGE AND FINANCE, INC., has caused this instrument to be executed by and through ROBIN E. PATE, its Attorney in Fact, who has hereunto set her hand and seal on this the 5<sup>th</sup> day of April 2017.

VANDERBILT MORTGAGE AND FINANCE, INC.

By *Robin E. Pate*  
ROBIN E. PATE  
Its Attorney in Fact

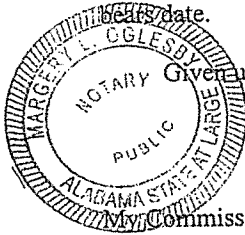
STATE OF ALABAMA \*

COUNTY OF TUSCALOOSA \*

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that ROBIN E. PATE, whose name as Attorney in Fact for VANDERBILT MORTGAGE AND FINANCE, INC., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as said Attorney in Fact, with full authority, executed the same voluntarily on the day the same

date.

Given under my hand and official seal this the 5<sup>th</sup> day of April 2017.



*Margery L. Oglesby*  
Notary Public

My Commission Expires:

08/04/2019

vmfcottrell, natasha v. & lewis, michael al mortgage foreclosure deed.docx

SEND ALL TAX NOTICES TO:

VANDERBILT MORTGAGE AND FINANCE, INC.  
PO Box 9800  
Maryville, TN 37802

GRANTORS' NAMES AND ADDRESS:

Natasha Cottrell & Michael A. Lewis  
P.O. Box 211  
Lowndesboro, AL 36752

PROPERTY ADDRESS:

135 Patton Ln  
Lowndesboro, AL 36752

GRANTEE'S NAME AND ADDRESS:

Vanderbilt Mortgage and Finance, Inc.  
PO Box 9800  
Maryville, TN 37802

PURCHASE PRICE: \$70,000.00